

RECORDATION NO. 22977-5 FILED

JAN 22 '08 -10 30 AM

SURFACE TRANSPORTATION BOARD

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.

20036
(202) 393-2266
FAX (202) 393-2156
E-MAIL alvordlaw@aol.com

OF COUNSEL
URBAN A. LESTER

January 22, 2008

Anne K. Quinlan, Esquire
Acting Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Supplemental Lease Agreement, dated as of January 1, 2008, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Board under Recordation Number 22977.

The names and addresses of the parties to the enclosed document are:

Lessor:	Procor Limited 734 - 7th Avenue S W Calgary Alberta CD T29 3P9
Lessee:	Nova Chemicals Corporation 645 7th Avenue S W Calgary Alberta CD T29 4G8

Anne K. Quinlan, Esquire
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A description of the railroad equipment covered by the enclosed document
is:

There is no new or additional equipment associated with this filing.

A short summary of the document to appear in the index is:

Supplemental Lease Agreement.

Also enclosed is a check in the amount of \$35.00 payable to the order of
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the
undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Alvord', with a stylized flourish extending to the right.

Robert W. Alvord

RWA/sem
Enclosures

JAN 22 '08 -10 30 AM

Execution Copy

SURFACE TRANSPORTATION BOARD
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT dated as of January 1, 2008 between PROCOR LIMITED ("Lessor"), a corporation amalgamated under the laws of Canada and NOVA CHEMICALS CORPORATION, a corporation incorporated under the laws of the Province of Alberta ("Lessee").

WITNESSETH:

WHEREAS Procor Limited (the "Predecessor") and the Lessee are parties to a Railcar Lease Agreement dated as of June 29, 2000;

AND WHEREAS on December 15, 2003, the Predecessor and the Lessee entered into a lease amending agreement to amend Schedule A - Basic Rent (the Railcar Lease Agreement, as so amended, the "Lease Agreement");

AND WHEREAS effective January 1, 2008, the Predecessor, a corporation incorporated under the *Canada Business Corporations Act*, amalgamated with Procor Holdings Inc., with the resulting corporation being the Lessor (the "Amalgamation");

AND WHEREAS pursuant to the provisions of the Lease Agreement, the Lessor desires to execute this supplemental lease agreement (the "Supplemental Lease Agreement") to evidence the Lessor's agreement to observe and perform all the covenants and obligations of the Predecessor under the Lease Agreement;

AND WHEREAS the Lessor possesses all the property, rights and privileges and is subject to all the liabilities, contracts, disabilities and debts of the Predecessor relating to the Leased Equipment and the Lease Agreement;

AND WHEREAS this Supplemental Lease Agreement is made by each of the Lessor and NOVA Chemicals Corporation pursuant to the terms of the Lease Agreement;

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Supplemental Lease Agreement

This Supplemental Lease Agreement is supplemental to the Lease Agreement and is to form part of, and have the same effect as though incorporated in, the Lease Agreement. In this Supplemental Lease Agreement, all capitalized terms not otherwise defined shall have the meanings attributed to them in the Lease Agreement.

**ARTICLE 2
AGREEMENT BY LESSOR AND LESSEE TO
BE BOUND BY LEASE AGREEMENT**

- 2.1 The Lessor hereby acknowledges that, subject to the terms, conditions and limitations in the Lease Agreement, subsequent to the Amalgamation, the Lessor is liable to observe and perform all the covenants of the Predecessor under the Lease Agreement.
- 2.2 For greater certainty, the parties agree that the Amalgamation: (a) does not violate the covenant in Section 24.2(b) of the Lease Agreement that the Predecessor maintain its existence; and (b) does not constitute a transfer of Procor's rights and obligations under the Lease Agreement pursuant to Section 25 of the Lease Agreement.
- 2.3 The Lessee hereby acknowledges that, subject to the terms, conditions and limitations in the Lease Agreement, subsequent to the Amalgamation, all covenants made by the Lessee and all obligations of the Lessee to the Predecessor shall be for the benefit of the Lessor.

**ARTICLE 3
GENERAL**

3.1 Reference to and Effect on the Lease Agreement

Effective as of the date hereof, each reference in the Lease Agreement to "this Agreement" and each reference to the Lease Agreement in the Indenture and any and all other agreements, documents and instruments delivered by any of the Lessor, Lessee, Indenture Trustee, Noteholders or any other Person shall mean and be a reference to the Lease Agreement as supplemented by this Supplemental Lease Agreement. Each of the parties hereby acknowledges that the Lease Agreement remains in full force and effect (as supplemented hereby) and is hereby ratified and confirmed.

3.2 Further Assurances

Each of the parties hereby agree to execute and deliver all documents and to do such other acts and things as are necessary to give effect to this Supplemental Lease Agreement.

3.3 Governing Law



This Supplemental Lease Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

3.4 Counterparts

This Supplemental Lease Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have duly executed this Supplemental Lease Agreement as of the date first written above.

PROCOR LIMITED

By: 
Name: _____
Title: _____
By: 
Name: _____
Title: _____

NOVA CHEMICALS CORPORATION

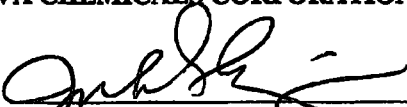
By: _____
Name: _____
Title: _____
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF the parties hereto have duly executed this Supplemental Lease Agreement as of the date first written above.

PROCOR LIMITED

By: _____
Name: _____
Title: _____
By: _____
Name: _____
Title: _____

NOVA CHEMICALS CORPORATION

By:  _____
Name: JOSEPH G. BORGONZO
Title: RAIL FLEET MANAGER

By: _____
Name: _____
Title: _____



Peter H. Mastorman
Vice President
Global Purchasing & Logistics

NOTARIAL CERTIFICATE

I, Joyce Margaret Bernasek, of the City of Toronto, in the Province of Ontario, a notary public in and for the Province of Ontario by royal authority duly appointed, do certify that the document attached to this Certificate is a true photostatic copy of a document produced and shown to me and purporting to be the Supplemental Lease Agreement dated as of January 1, 2008 between Procor Limited and NOVA Chemicals Corporation, the copy having been compared by me with the original document.

IN TESTIMONY OF WHICH I have signed this Certificate and affixed my notarial seal at the City of Toronto, this 22ND day of January, 2008.

SEAL


A Notary Public in and for the
Province of Ontario

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 1/22/08



Robert W. Alvord